

**TOWN OF DAVIE  
TOWN COUNCIL AGENDA REPORT**

**TO:** Mayor and Councilmembers

**FROM/PHONE:** Daniel Colabella, Utilities Director  
(954) 433-4024  
Monroe D. Kiar, Town Attorney  
(954) 584-9770

**SUBJECT:** Tri-Party Agreement Between Town of Davie, City of Hollywood and  
Provincial Realty Associates, Inc.

**TITLE OF AGENDA ITEM:**

**A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA AUTHORIZING  
THE MAYOR TO ENTER INTO AN AGREEMENT BETWEEN THE CITY  
OF HOLLYWOOD, PROVINCIAL REALTY ASSOCIATES, INC. AND THE  
TOWN OF DAVIE PROVIDING FOR TEMPORARY USE OF TOWN OF  
DAVIE'S WATER AND SEWER UTILITIES.**

**REPORT IN BRIEF:**

The property owner, Provincial Realty Associates, Inc., a Florida not-for-profit corporation, is presently engaged in plans for development and improvement of certain property within the City of Hollywood, Florida. The property owner will provide for the installation of certain sanitary sewer lines to serve the property and such sanitary sewer lines will ultimately be connected with and hooked up to certain facilities in the City of Hollywood. The City of Hollywood however, is unable at the present time to provide such hookups and therefore, the property owner wishes to connect its sanitary sewer lines to Davie's lines on a temporary basis until such time as permanent sanitary facilities are completed and the City of Hollywood is able to provide this service.

**PREVIOUS ACTIONS:** None

**CONCURRENCES:** N/A

**FISCAL IMPACT:**

Prior to services being provided by Davie to the property owner, Provincial Realty Associates, Inc., the property owner shall execute Davie's Water and Sewer Utilities Agreement authorized by Resolution R84-160 and shall pay all fees required by the Town of Davie for providing these services. All costs affiliated with the hookup and disconnect from Davie's facilities are to be paid by the property owner.

**RECOMMENDATIONS:** This item is ready for submission to the Town Council for its

consideration.

**ATTACHMENTS:**

1. Resolution
2. Exhibit “A” (Agreement)

## **RESOLUTION**

### **A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT BETWEEN THE CITY OF HOLLYWOOD, PROVINCIAL REALTY ASSOCIATES, INC. AND THE TOWN OF DAVIE PROVIDING FOR TEMPORARY USE OF TOWN OF DAVIE'S WATER AND SEWER UTILITIES.**

**WHEREAS**, Provincial Realty Associates, Inc. is presently engaged in plans for the development and improvement of certain property within the City of Hollywood, Florida; and

**WHEREAS**, Provincial is providing for the installation of certain sanitary sewer lines to serve the property and such sanitary sewer lines are ultimately to be connected with and hooked up to certain facilities of Hollywood, which city is unable at the present time, to provide such hookups; and

**WHEREAS**, Provincial has requested permission from Hollywood to hook up to Davie's facilities on a temporary basis; and

**WHEREAS**, the Town of Davie is desirous of permitting said property owner permission to hook up and connect to its sanitary sewer lines on a temporary basis until the property owner has completed construction of its permanent facilities; and

**WHEREAS**, Provincial has further agreed that as a condition for Davie to enter into the agreement annexed hereto as Exhibit "A", Provincial agrees to execute Davie's Water and Sewer Utilities Agreement authorized by Resolution R84-160.

**NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE  
TOWN OF DAVIE, FLORIDA:**

SECTION 1. The Town Council of the Town of Davie, does hereby authorize the Mayor to

enter into a Tri-Party Agreement with the City of Hollywood and Provincial Realty Associates, Inc., a Florida not-for-profit corporation, which is attached as Exhibit “A”.

SECTION 2. That this Resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2002.

\_\_\_\_\_  
MAYOR/COUNCILMEMBER

ATTEST:

TOWN CLERK

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2002.

**AGREEMENT**

THIS AGREEMENT made this \_\_\_\_ day of \_\_\_\_\_, 2002, among the CITY OF HOLLYWOOD, FLORIDA, a municipal corporation of the State of Florida (“HOLLYWOOD”), the TOWN OF DAVIE, FLORIDA, a municipal corporation of the State of Florida (“DAVIE”), and the PROVINCIAL REALTY ASSOCIATES, INC., a Florida not for profit corporation (“PROVINCIAL”).

WITNESSETH:

WHEREAS, PROVINCIAL is presently engaged in plans for the development and improvement of certain property within the City of Hollywood, Florida, legally described as:

Parcel “A” of THE SPRING PLAT, according to the Plat thereof, as recorded in Plat Book 153, Page 27, of the Public Records of Broward County, Florida (hereinafter referred to as the Property);

WHEREAS, PROVINCIAL is providing for the installation of certain sanitary sewer lines to serve the Property, and such sanitary sewer lines are ultimately to be connected with and hooked up to certain facilities of HOLLYWOOD, which is unable at the present time to provide such hook-ups; and

WHEREAS, PROVINCIAL has requested permission from HOLLYWOOD to hook up to DAVIE’S facilities on a temporary basis;

NOW, THEREFORE, it is hereby agreed and covenanted as follows:

1. HOLLYWOOD hereby grants PROVINCIAL permission to hook up and connect its sanitary sewer lines to DAVIE’S lines and manhole(s) located at a point approved by the City Engineer of HOLLYWOOD (hereinafter referred to as Engineer) and by the Engineering Department of DAVIE.
2. All of the aforesaid work by PROVINCIAL is to be done upon approval of the plans and specifications therefor, including materials and design flow, by the Engineer and HOLLYWOOD’S Director of Public Utilities and by the Engineering Department of DAVIE.
3. All such installation, hook-up and connection, together with all materials and accessories thereto, are to be done at the sole cost and expense of PROVINCIAL.
4. Such temporary hook-up shall continue only until such time as HOLLYWOOD has provided for the installation of its facilities, at which time PROVINCIAL shall disconnect from DAVIE’S facilities within 90 days of notification by HOLLYWOOD of the availability of its facilities. All costs of

disconnect from DAVIE'S facilities are to be paid by PROVINCIAL at no cost to DAVIE.

5. Upon disconnection from DAVIE'S facilities and connection to HOLLYWOOD'S facilities, PROVINCIAL shall convey, without further consideration, by Absolute Bill of Sale, whatever portion of said facilities HOLLYWOOD desires to have at that time, together with necessary easements for repair and maintenance, and PROVINCIAL shall further pay to HOLLYWOOD whatever impact or connection fees are assessed for connection at that time and the regular sanitary sewer service charges imposed by HOLLYWOOD, as same may be changed or modified from time to time.
6. Upon disconnection from DAVIE'S facilities and connection to HOLLYWOOD'S facilities, PROVINCIAL shall contract only with HOLLYWOOD for all sanitary sewer service.
7. PROVINCIAL shall be solely responsible for repair, maintenance and upkeep of said facilities while connected to DAVIE'S facilities and shall properly repair and maintain same in accordance with the standards of HOLLYWOOD'S Public Utilities Department.
8. This agreement shall be recorded by HOLLYWOOD, at the cost of PROVINCIAL, and shall be binding on PROVINCIAL, its successors, assigns, or grantees, and all future owners and occupants of the Property.
9. DAVIE shall make no attempt to expand its service area(s) by virtue of said temporary connection, nor make any claim of right adverse to that of HOLLYWOOD by virtue of said temporary hook-up.
10. PROVINCIAL shall hold harmless HOLLYWOOD and DAVIE from all damage to real or personal property occasioned or caused by the making of the sewer connections herein referred to, and shall also hold harmless HOLLYWOOD and DAVIE from all damages of any kind, nature or description which may arise as the result of the making of this agreement. HOLLYWOOD and DAVIE are state agencies as defined in Chapter 768.28, Florida Statutes, and nothing contained herein is intended to serve as a waiver of its sovereign immunity by HOLLYWOOD or DAVIE to which sovereign immunity may be applicable. Further, nothing herein shall be construed as consent by HOLLYWOOD or DAVIE to be sued by third parties in any manner arising out of this Agreement.
11. PROVINCIAL shall not sell, lease or give any right or privilege to utilize its sanitary sewer facilities to any other person whose property is outside that described herein nor allow any such connection, without the written agreement of HOLLYWOOD and DAVIE.

12. HOLLYWOOD reserves to the Engineer the right to decide all questions pertaining to HOLLYWOOD, which may arise as to the proper performance of this Agreement between HOLLYWOOD and PROVINCIAL. DAVIE reserves to its Engineering Department the right to decide all questions pertaining to DAVIE which may arise as to the proper performance of this Agreement between DAVIE and PROVINCIAL.
13. No officer, employee or agent of HOLLYWOOD or DAVIE has the power to amend, modify or alter this agreement, waive any of its conditions, or bind HOLLYWOOD or DAVIE by making any promise or representation not contained herein.
14. PROVINCIAL hereby agrees that as a condition for DAVIE to enter into this Agreement PROVINCIAL agrees to execute DAVIE'S Water and Sewer Utilities Agreement authorized by Resolution No. R 84-160.

IN WITNESS THEREOF, the parties have hereunto set their hands and seals the day and year first above written.

ATTEST:

CITY OF HOLLYWOOD, FLORIDA

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
CITY CLERK

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Print Title: \_\_\_\_\_

APPROVED AS TO FORM & LEGALITY  
City of Hollywood, Florida only:  
for the use and reliance of the

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
CITY ATTORNEY

ATTEST:

TOWN OF DAVIE, FLORIDA

\_\_\_\_\_  
Print Name: \_\_\_\_\_

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_

CITY CLERK

Print Title: \_\_\_\_\_

APPROVED AS TO FORM & LEGALITY

For the use and reliance of the  
Town of Davie, Florida only:

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
CITY ATTORNEY

WITNESSES:

PROVINCIAL REALTY ASSOCIATES, INC., a  
Florida not for profit corporation

\_\_\_\_\_  
PRINT NAME: \_\_\_\_\_

By: \_\_\_\_\_  
John J. Vaughan, President

\_\_\_\_\_  
PRINT NAME: \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2002  
by John J. Vaughan, as President of PROVINCIAL REALTY ASSOCIATES, INC., a Florida  
not for profit corporation, who is personally known to me.

\_\_\_\_\_  
Notary Public  
Print: \_\_\_\_\_

Commission No. \_\_\_\_\_  
My commission expires: